parties had docks extending out into the river along their shore line. The parcel in dispute is a triangle whose apex is the point where the lot line, on land, intersects the water line. The hypothenuse of this triangle is this lot line extended from the apex to the thread of the stream. The other side of the triangle is a line extending from the apex into the river, and at right angles with the thread of the stream. In an action to quiet title, it was *held* that the boundary line between two adjoining riparian owners as to the land covered by water is not in any way dependent upon the direction of the lines on land, but the line from the shore should run as near as may be perpendicular to the course of the stream. *A. M. Campau Realty Co.* v. *City of Detroit et al.* (1910), — Mich. —, 127 N. W. 365.

Nearly all the courts adopt this rule where the shore line is straight. *Menasha Wooden Ware Co.* v. *Lawson,* 70 Wis. 600; *City of Elgin* v. *Beckwith,* 119 Ill. 367; *Miller* v. *Hepburn,* 8 Bush 326; *Knight* v. *Wilder,* 2 Cush. 199, 48 Am. Dec. 660. The reason for the rule is that it gives to each riparian owner his equitable share of the bed of the stream. Where the stream is not straight each riparian owner is entitled to a share of the river bed out to a line following the thread of the stream proportionate to the size of his lot bordering on the shore. *Northern Pine Land Co.* v. *Bigelow,* 84 Wis. 157; *Deerfield* v. *Arms,* 17 Pick. 41. In New Jersey a statute has been construed to have embodied the above rules. *Delaware, L. & W. R. Co.* v. *Hannon,* 37 N. J. L. 276. In tidal waters the same reason applies and the line of navigation or harbor line is divided among the riparian owners, proportionate to their respective holdings on the shore. *Aborn* v. *Smith,* 12 R. I. 370; *Emerson* v. *Taylor,* 9 Greenl. 42; *Cornwall* v. *Woodruff,* 30 App. Div. 43; *Groner* v. *Foster,* 94 Va. 650. In England the boundary line is run at right angles with the shore from the corners of the property, *Crook* v. *Seaford,* L. R. 6 Ch. 551.

BOUNDARIES — MONUMENTS GIVE WAY TO COURSES AND DISTANCES. — A state grant called for "fifty acres of land," described as follows: "On dividing ridge between John's river and Mulberry creek, adjoining his own land. Beginning on a black pine near the flat rock, and runs N. 35° W. 100 poles to a stake in Daniel Moore's line; then W. 80 poles to a stake in Jesse Gragg's line, then S 35° E. 100 poles to a stake in his own line; then E. with said line to the beginning." The beginning corner of said grant was not in dispute. No lines were in fact run when the survey was made, and the land was platted merely from the courses and distances recited in the entry and grant. The evidence showed that the corner in Jesse Gragg's line was in dispute at the time that the grant was taken out. The lines of said grant, if run by course and distance, would embrace fifty acres. If run according to monuments or natural boundary, it would cover about seven hundred acres. *Held,* when the call for the boundary of another tract is uncertain and the boundaries are not established, such call must give way to courses and distances, and quantity becomes important to determine which governs. *Wilson Lumber Co.* v. *Hutton et al.* (1910), — N. C. —, 68 S. E. 2.

The general rule of construction in cases where there is a conflict in a

description between monuments and courses and distances, is that the monuments prevail; and where there is a conflict between either of these and the quantity of the land designated, the former prevails. BREWSTER, CONVEYANCING, §§ 87, 92. *City of Decatur* v. *Niedermeyer,* 168 Ill. 68; Notes and cases 30 Am. Dec. 737; *Peterson* v. *Beha,* 161 Mo. 513; *Matheny* v. *Allen,* 63 W. Va. 443, 60 S. E. 407, 129 Am. St. Rep. 984. The application of this rule has reference to the monuments and measurements made by the original survey. *Woodbury* v. *Venia,* 114 Mich. 251, 72 N. W. 189. It will not be applied where the natural object is shown to be variable in its position, *Smith* v. *Hutchinson,* 104 Tenn. 394, 58 S. W. 229. As where monuments called for as being near the intended line. *Harry* v. *Graham,* 18 N. C. 76, 27 Am. Dec. 226. So whenever the evidence is sufficient to induce the belief that the mistake in a survey is in the call for a natural or artificial object and not in the call for course and distance, the latter will prevail. *Johnson* v. *Archibold,* 78 Tex. 96, 22 Am. St. Rep. 27. And where the natural object is not clearly identified and where it would cause a departure from other natural objects called for, the monuments give way to courses and distances. *Bell County Land and Coal Co.* v. *Hendrickson,* 24 Ky. Law Rep. 371, 68 S. W. 842. Where it was shown that the greater portion of the boundary of a grant of 500,000 acres was not run on the ground but was platted in, and that the surveyor was mistaken or ignorant as to the true location of the monuments called for, so that, if they are taken as making the boundary the tract would contain but little over 100,000 acres, while as platted according to the courses and distances given, it contained the quantity called for in the grant, it was held that the general rule did not apply to mistaken or false calls and the courses and distances prevailed, *King* v. *Watkins,* 98 Fed. 913, nor does the general rule apply where the monument called for was not placed in position by the surveyor, but was merely an office call, and when in such a case, a call for courses and distances will maintain the integrity of an older survey, the courses and distances will prevail. *Holdsworth* v. *Gates,* Tex. Civ. App., 110 S. W. 537. Further as to when quantity controls, see 6 MICH. L. REV. 343.

CARRIERS—LIMITATION OF AMOUNT OF RECOVERY IN CASE OF LOSS OF BAGGAGE.—P purchased from D railroad company a fifty-trip commuter family ticket, issued in conformity to D's tariff, a list of which was on file as required by law with the Public Service Commission. The ticket provided that in consideration of the reduced rate, that "the company's liability for baggage belonging to each passenger shall not exceed fifty dollars." P's baggage, valued at over one thousand dollars, was lost and she seeks to recover its actual value. *Held,* (LAUGHLIN and SCOTT, JJ. dissenting), that the limitation of D's liability to a certain amount was clearly expressed in the ticket which P purchased and that P was bound by the limitation and could not recover in excess thereof, even though its loss was due to D's negligence. *Gardiner* v. *New York Cent. & H. R. Co.* (1910), 123 N. Y. Supp. 865.

It is well settled, despite some apparent conflict in the cases, that a com-